

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

---

---

---

---

---

**RECORDING COVER SHEET**

**DECLARATION OF COVENANT FOR THE MAINTENANCE  
AND INSPECTION OF FLOW CONTROL BMPS**

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

Legal Description: \_\_\_\_\_

---

---

Additional Legal(s) on: \_\_\_\_\_

Assessor's Tax Parcel ID#: \_\_\_\_\_

---

---

## DECLARATION OF COVENANT FOR MAINTENANCE AND INSPECTION OF FLOW CONTROL BMPS

IN CONSIDERATION of the following approved King County (check one of the following)

☐ residential building permit, ☐ commercial building permit, ☐ clearing and grading permit,

☐ subdivision permit, or ☐ short subdivision permit for Application No. \_\_\_\_\_

relating to real property ("Property") legally described as follows:

---

---

---

---

The Grantor(s), the owner(s) in fee of the above described parcel of land, hereby covenants(covenant) with King County, a political subdivision of the state of Washington and its successors in interest and assigns ("King County"), that he/she(they) will observe, consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 through 8 below with regard to the Property. Grantor(s) hereby grants(grant), covenants(covenant), and agrees(agree) as follows:

1. Grantor(s) or his/her(their) successors in interest and assigns ("Owners") shall retain, uphold, and protect the stormwater management devices, features, pathways, limits, and restrictions, known as flow control best management practices ("BMPs"), shown on the approved Flow Control BMP Site Plan for the Property attached hereto and incorporated herein as Exhibit A.

2. The Owners shall at their own cost, operate, maintain, and keep in good repair, the Property's BMPs as described in the approved Design and Maintenance Details for each BMP attached hereto and incorporated herein as Exhibit B.

3. King County shall provide at least 30 days written notice to the Owners that entry on the Property is planned for the inspection of the BMPs. After the 30 days, the Owners shall allow King

County to enter for the sole purpose of inspecting the BMPs. In lieu of inspection by the County, the Owners may elect to engage a licensed civil engineer registered in the state of Washington who has expertise in drainage to inspect the BMPs and provide a written report describing their condition. If the engineer option is chosen, the Owners shall provide written notice to the Director of the Water and Land Resources Division or its successor in interest ("WLR") within fifteen days of receiving the County's notice of inspection. Within 30 days of giving this notice, the Owners, or the engineer on behalf of the Owners, shall provide the engineer's report to WLR. If the report is not provided in a timely manner as specified above, the County may inspect the BMPs without further notice.

4. If King County determines from its inspection, or from an engineer's report provided in accordance with Paragraph 3, that maintenance, repair, restoration, and/or mitigation work is required for the BMPs, WLR shall notify the Owners of the specific maintenance, repair, restoration, and/or mitigation work (Work) required under Title 9 of the King County Code ("KCC"). WLR shall also set a reasonable deadline for completing the Work or providing an engineer's report that verifies completion of the Work. After the deadline has passed, the Owners shall allow the County access to re-inspect the BMPs unless an engineer's report has been provided verifying completion of the Work. If the work is not completed properly within the timeframe set by WLR, King County may initiate an enforcement action. Failure to properly maintain the BMPs is a violation of KCC Chapter 9.04 and may subject the Owners to enforcement under the KCC, including fines and penalties.

5. Apart from performing routine landscape maintenance, the Owners are hereby required to obtain written approval from WLR before performing any alterations or modifications to the BMPs.

6. Any notice or approval required to be given by one party to the other under the provisions of this Declaration of Covenant shall be effective upon personal delivery to the other party, or after three (3) days from the date that the notice or approval is mailed with Delivery Confirmation to the

current address on record with each Party. The parties shall notify each other of any change to their addresses.

7. This Declaration of Covenant is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of King County and its successors and assigns. This Declaration of Covenant shall run with the land and be binding upon Grantor(s), and Grantor's(s') successors in interest and assigns.

8. This Declaration of Covenant may be terminated by execution of a written agreement by the Owners and King County that is recorded by King County in its real property records.

IN WITNESS WHEREOF, this Declaration of Covenant for the Maintenance and Inspection of Flow Control BMPs is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WASHINGTON)

)SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_

Printed name

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_